

# **RENTAL POLICY**

2181 W I-10 | Fort Stockton, TX 79735 | 432.299.1220

Contact	t Name:			
Compa	ny:			
Address: Phone ()		City:	State: Zip:	
		Email:		
Event lı	nformation			
Event N	lame:			
	:			
	ated number of guests:			
	HALL	WEEKDAY / DEPOSIT	WEEKEND / DEPOSIT	DAILY
	PAISANO HALL	\$1,000 / \$1,000	\$1,000/\$1,000	
	SUNSET HALL	\$200 / \$200	\$300 / \$300	\$75 HR
	KITCHEN	\$250 / \$250	\$250 / \$250	
	ENTIRE INDOOR FACILITY	\$1,500 / \$1,500	\$1,500 / \$1,500	
	HODGES PAVILION	\$500/\$500	\$500/\$500	
	OUTDOOR PATIO	\$150/\$150	\$150/\$150	
	TOTAL RENTAL			
		ERSTAND THE TERMS AND RUL	ES SET FORTH IN THE POLICY	
Renter's Signature			Date	
Fort Stockton Convention Center Staff			Date	
	SECURITY INFORMATION			
Office	r:			
Office	r:	_		
Office	r:			
	med on: <u>/ /</u> By:			
COIIII	шей оп. <u>/ /</u> by	-		

The terms of these policies may be altered only under the direction of the City Manager.

# Rental:

For an event to be reserved, CLIENT must pay security deposit plus fifty percent (50%) of the rental fee, at the time this Agreement is signed, and must pay the remainder of any rental fee at least thirty (30) days prior to the event.

## **Hours of Operation**

Combination will be issued prior to event scheduled time. CLIENT will be charged \$200.00 per hour if the event and/or cleanup time exceeds the stated time. Events must comply with City of Fort Stockton Noise Ordinance and end by 1 am.

# **Cancellation policy**

Upon cancellation by CLIENT, the security deposit will be refunded in full. Amounts paid toward rental fees will be refunded according to the following schedule:

- More than 90 days prior to the event 100% refund
- 61-90 days prior to the event 75% refund
- 31-60 days prior to the event 50% refund
- Less than 30 days prior to the event no refund

No refunds will be made when the event is canceled by Fort Stockton Convention Center, (hereinafter "FSCC"), due to CLIENT's noncompliance with the terms and conditions of this Agreement.

A \$50 processing fee will be enforced to all cancellations/event date changes.

#### **Services Provided**

FSCC staff members will be available on Monday – Friday from 8 am – 5 pm. On-call staff member will be available in case of an emergency to open the facility and provide information and direction as needed. The staff member will not be available to serve or decorate and will not be involved in the event.

Tables and Chairs: Tables and chairs are included in the rental fee for the indoor halls only. Tables and Chairs are NOT INCLUDED with the rental of the Hodges Pavilion or the Patio. CLIENT will be responsible for the set up and take down. Padded chairs may be requested for an additional fee. Tables and chairs are not to be taken outside the facility.

### **Decorations**

Tables must be covered with linens or plastic table covers.

Decorations may not be fastened to the walls or railings.

Candles are not permitted, LED Candles only. Fire burning is strictly prohibited in and around the facility.

The use of glitter, metallic confetti, straw, rice, birdseed, hay, or other such items is prohibited in and around the facility. No rice, birdseed or other such items shall be thrown in or around the facility.

When in doubt about decorations deemed acceptable, CLIENT should consult with FSCC staff.

# **Kitchen Usage**

Small kitchen area is provided in some of the rental spaces and is included in the rental fee.

The commercial kitchen ("Kitchen") is available on a rental basis. Only CLIENT and caterers will have access to the Kitchen, if rented.

All work areas, ovens, stoves, refrigerators, freezers, sinks and floors must be thoroughly cleaned by CLIENT, and

Fort Stockton Convention Center Rental Policy Page 2 of 5

inspected by FSCC staff. The kitchen fryer must be wiped, cleaned, and grease must be disposed of in the trash. All Kitchen trash must be taken to the dumpsters located outside.

# **Alcoholic Beverage Policy**

FSCC requires compliance with all laws of the State of Texas concerning the sale and serving of alcohol. Each CLIENT wishing to have alcohol at their event must abide by the following:

CLIENT must comply with all laws of the State of Texas, including all applicable rules and regulations of the TABC. This includes the acquisition of any necessary licensing (e.g., temporary liquor license) and compliance with all requirements.

No beer bottles allowed.

All events involving alcohol must have security as set forth herein.

#### **Smoking**

Smoking is prohibited inside the FSCC. Smoking is permitted in designated areas outside the facility.

# Security

**Three (3)** security officers are required at all events where alcohol is served. CLIENT is expected to arrange and pay for all security.

Security may be required for other events, at the discretion of the FSCVB Director. If required, CLIENT must arrange for security to be at the event, at CLIENT's expense. If required, there must be one (1) security officer for every 50 persons in attendance, unless otherwise approved by the FSCVB Director.

Security officer must be an off-duty peace officer in full uniform.

CLIENT shall provide proof of security to FSCVB Director at least ten (10) days prior to the event.

If required security is not scheduled for an event, the event may be cancelled without refund.

FSCC requires adult chaperones for youth activities. A list of these chaperones must be submitted to FSCC at least ten (10) days prior to the event, including their addresses and phone numbers.

### **Clean-Up Responsibilities**

FSCC will perform deep cleaning, such as mopping and vacuuming. CLIENT must clean up after the event as set forth herein.

CLIENT must provide sufficient supervision to minimize spillage of food and beverages.

Immediately following the completion of the event, all decorations, trash, and other debris must be thrown away in the dumpster. Anything left behind to be thrown away may result in a withholding of CLIENT's deposit. Any cost to clean and/or repair the facility will be charged to CLIENT.

Any CLIENT leaving excessive trash in the main hall, kitchen, restrooms, meeting rooms, lobby and/or outside of doors is subject to additional charges. All or a portion of the security deposit will be withheld if the facility is not adequately cleaned, or if damage occurs.

CLIENT must finish the clean-up no later than 10 am day following the event CLIENT is responsible for the following cleaning duties:

- All tables must be cleared of table linens, dishes, decorations, etc.
- All trash must be thrown in the dumpster. Boxes or large items must be broken down and taken out to the trash dumpsters. FSCC will provided additional trash liners if needed.
- All decorations must be taken down and removed from the facility.
- CLIENT must clean up all kitchen spaces rented. These areas must be thoroughly cleaned and returned to their
  original level of cleanliness. This includes work areas, ovens, stoves, fryers, refrigerators, freezers, sinks and
  floors.

Parking: There is no charge for parking at the FSCC, however CLIENT shall ensure the parking lot is cleaned up after the event.

# **Insurance**

If required by the FSCVB Director, CLIENT shall take out, at CLIENT's expense, and keep in force during the event covered by the Agreement, general liability insurance of at least \$1,000,000.00, naming Fort Stockton Convention Center and The City of Fort Stockton as additional insureds. A copy of said insurance coverage must be submitted to FSCVB Director at least ten (10) days prior to the event.

# **Miscellaneous Policies**

CLIENT and guests are restricted to the areas rented only for the specific event. Guests of the event are not to congregate in the foyer area, common area, or any other area in the facility. Absolutely no guests of the event are to enter the Theatre area. Children 17 and under must be supervised by an adult at all times.

Live animals, except for service animals, may not be brought inside the facility.

FSCC will not be responsible for items left at the facility - before, during or after an event.

FSCC reserves the right to take photographs of events for its own records, and for promotional use (e.g., brochures, the FSCC website, social media, etc.)

CLIENT must make sure that the number of guests does not exceed fire safety guidelines.

If the facility or its equipment has been damaged or abused beyond normal wear, CLIENT will be billed for all damage and additional clean-up.

FSCC does not provide storage, except as agreed to in writing. It is not available before or after a rental event. All decorations, props, rented furniture, beverage dispensers and personal belongings must be removed at the end of the event.

Illegal activities will result in immediate termination of the event, without refund.

CLIENT and guests must comply with all rules and regulations posted throughout the facility and must comply with instructions from FSCC staff.

## Assumption of Risk; Waiver and Indemnity; Liability for Damages

CLIENT understands and acknowledges the risk associated with using the FSCC facility. The Fort Stockton CVB Convention Center and The City of Fort Stockton hereby give notice that there is an inherent risk associated with use of its facilities. CLIENT acknowledges awareness of the risk of injury and even death.

CLIENT assumes all risks associated with the use of the Fort Stockton Convention Center facilities and participation in FSCC activities. This assumption of risk is intended to be interpreted in the broadest sense possible, including but not limited to hidden dangers, negligence, and gross negligence.

CLIENT hereby releases, discharges, and waives any claim whatsoever against the Fort Stockton Convention Center or The City of Fort Stockton, their officials, officers, agents, employees, representatives, and others acting on their behalf, for all damages, injuries or death resulting from the use of the facilities or participation in any FSCC event, program, or activity.

CLIENT shall be liable for all damages to property or persons caused by CLIENT, and shall defend, indemnify, and hold harmless the Fort Stockton Convention Center and The City of Fort Stockton from all loss, liabilities, damages, claims, or litigation arising out of any such damage or loss.

CLIENT acknowledges that the FSCC facility has limited supervision. CLIENT is encouraged not to leave valuables unattended at the facility. The Fort Stockton Convention Center and The City of Fort Stockton are not responsible or liable for loss, theft, or damage to the personal property of CLIENT or of CLIENT's guests.